

Contract no. 252

T

**A G R E E M E N T**

**BETWEEN**

**THE CITY OF NORTHFIELD**  
**ATLANTIC COUNTY, NEW JERSEY**

**AND**

**NEW JERSEY STATE POLICEMAN'S BENEVOLENT ASSOCIATION, INC.**  
**MAINLAND LOCAL NUMBER SEVENTY-SEVEN**

**Effective**

**January 1, 1992**

**Through and Including**

**December 31, 1994**

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**PREAMBLE**

THIS AGREEMENT is entered into to be effective the 1st day of January, 1992, by and between the CITY OF NORTHFIELD, in the County of Atlantic, of the State of New Jersey, a Municipal Corporation, hereinafter called the "City" and the NEW JERSEY STATE POLICEMEN'S BENEVOLENT ASSOCIATION, INC., Local No. 77, hereinafter referred to as the "union", the "Association" or the "PBA", and represents the complete and final understanding on all bargainable issues between the City and the Union.

ARTICLE II - EMPLOYEE REPRESENTATIVE

A. MAJORITY REPRESENTATIVE - The City recognizes the Union to be the "Majority Representative" as the exclusive negotiating agent for all regularly appointed, full-time police personnel within the City of Northfield, of the rank of Patrolman, Sergeant, Lieutenant or Captain, hereinbefore and hereinafter referred to as "Employees." The City and Employees agree the Majority Representative of PBA #77 has the right to negotiate as to rates of pay, hours of work, fringe benefits, working conditions, safety of equipment, procedures for adjustment of disputes and grievances, and all other related matters which are the proper subject of negotiation. The Majority Representative shall be appointed according to the procedure set forth in N.J. Rev. Stat. 34:13A-5.1 et seq. and shall have all the rights and privileges pursuant thereto.

B. STEWARDS - One Steward, named by the Northfield members of PBA #77 for the duration of this Agreement, shall be permitted to switch tours of duty to attend meetings of the PBA #77 which occur monthly.

ARTICLE I - PURPOSE

This Agreement is entered into pursuant to the provisions of Chapter 303, Law of 1968, as amended by Chapter 123, P.L. 1974 (N.J. Rev. Stat. 34:13A-5.1 et seq.) of the State of New Jersey to promote and ensure harmonious relations, cooperation, and understanding between the City and Employees; to provide for the resolution of legitimate grievances, to prescribe the rights and duties of the City and Employees, all in order that public service shall be expedited and effectuated in the best interests of the people of the City of Northfield.

### ARTICLE III - GRIEVANCE PROCEDURE

**DEFINITION** - A grievance is any dispute between the parties concerning application or interpretation of the Agreement or any complaint by an employee as to any action or non-action which violates any right arising out of his or their employment. The City shall not discipline any employee without just cause.

**STEP 1** - All grievances by an employee, and response thereto by the City shall be in writing within ten (10) working days of its occurrence or the knowledge of its occurrence, and then submitted to the Steward for processing. The PBA shall appoint an Associate Grievance Committee, hereinafter referred to as the "Committee," and the Committee shall receive, screen and process all grievances submitted by the Steward on behalf of the employee within ten (10) working days of written receipt. The processing of grievances shall take place without discrimination and irrespective of membership or affiliation with the PBA #77.

**STEP 2** - The Committee shall, within ten (10) working days after the acceptance of a grievance submit the grievance to the Chief of Police for resolution. The Chief of Police must render a decision within ten (10) working days of receipt in writing.

**STEP 3** - In the event the parties are unable to resolve the grievance in the Second Step, either party may within ten (10) working days refer the grievance to the City Police Committee for resolution. The City Police Committee shall consist of the Mayor or his designee and two members of the Northfield Common Council to be appointed by the Mayor. The two Council members may be appointed as standing members of the Committee or may be

appointed by the Mayor on as needed basis. The Police Committee must render a decision within ten (10) working days of receipt in writing.

STEP 4 - In the event the parties are unable to resolve the grievance in the Third Step, either party may within ten (10) working days refer the grievance to the City Council for resolution. City Council must answer in twenty (20) days.

STEP 5 - In the event the grievance is not resolved at the Fourth Step, either party may refer the matter for impartial binding arbitration. Any party wishing to move a grievance to arbitration shall notify the Public Employment Relations Commission within ten (10) working days after receipt of decision in Step 4, that they are moving a grievance to arbitration and request that a list of arbitrators be furnished to the City and the Grievance Committee. If the City and Grievance Committee cannot mutually agree to a satisfactory arbitrator within fifteen (15) working days after receipt of the list from the Public Employment Relations Commission (the "Commission"), shall select an arbitrator. The arbitrator shall hear the matter on the evidence and within the meaning of this Agreement. He shall render his award in writing which shall be final and binding. The cost of the arbitrator's fee shall be shared equally by the City and PBA #77.

Any steward or officer of PBA #77 required in the grievance procedure to settle disputes or any arbitration shall be released from work without loss of pay for such purpose, and any witness reasonably required shall be made available during working hours without loss of pay for the purpose of disposing of any grievance or arbitration matter.

**EXTENSIONS AND MODIFICATION** - Time extensions may be mutually agreed to by the City and the Grievance Committee. However, no more than two (2) extensions, not to exceed thirty (30) days each, shall be permitted, and shall be agreed to in a writing signed by both the City and the Union.

ARTICLE IV - NON-DISCRIMINATION

A. Neither the City nor the Union shall discriminate against any Employee with respect to terms and conditions of employment by reason of sex, creed, religion, race, or national origin.

B. Neither the City nor the Union shall discriminate against any Employee due to that Employee's membership, non-membership, participation, or lack of participation, or activities on behalf of, or his refraining from activity on behalf of the majority representative.

ARTICLE V

BULLETIN BOARDS - DUES CHECKOFF

A. The City shall permit the use, by the PBA, of the bulletin board located in the Police Department Headquarters for the posting of notices concerning PBA business and activities.

B. The City agrees to deduct from the salaries of the Employees subject to this Agreement the dues of the Association. Such deduction shall be made in compliance with Chapter 310, Public Law of 1967, N.J.S.A. 52:14-15.9(e) as amended. Said monies together with the records of any corrections shall be transmitted to the Association office on the first day of each month following the monthly pay period in which the deductions were made. If, during the life of this Agreement, there shall be any change in the rate of membership dues, the Association shall furnish to the City new authorization cards from its members showing the authorized deduction for each Employee. The Association will provide the necessary "checkoff" authorization forms and deliver the signed forms to the City Treasurer. The Association shall indemnify, defend and save the City harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken by the City in reliance upon the salary deduction authorization cards submitted by the Association to the City.

C. The City agrees to implement an Agency Shop in accordance with Chapter 477 of the Laws of 1979, with a representation fee for non-members equivalent to 85% of the regular membership dues, fees and assessments. The Association, in exchange for the implementation of said Agency Shop, hereby agrees to hold the City harmless against any and all claims or

suits, or any other liability occurring as a result of the implementation of this Agency Shop provision, including costs of suits and legal fees.

## ARTICLE VI - MANAGEMENT'S RIGHTS

A. The City hereby retains and reserves unto itself, without limitation, all powers, rights, authorities, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

(1) The executive management and administrative control of the City government, its properties and facilities and the activities of its Employees.

(2) To hire all Employees subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer Employees.

(3) To take any and all disciplinary action according to law. Appeals shall be subject to grievance procedures.

(4) To maintain the efficiency of its operations.

(5) To determine the methods, means and personnel by which its operations are to be conducted.

(6) To determine the content of job classifications.

(7) To schedule hours of work and shifts.

(8) To take all necessary actions to carry out its mission in emergencies.

(9) To exercise complete control and discretion over its organization and the technology of performing its work, and to make and modify rules of procedure and conduct.

B. The reasonable exercise of the foregoing powers, rights, authorities and responsibilities of the City, the adoption of policies, rules, regulations and practices in the implementation thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express written terms of this Agreement and then only to the extent that those terms are in conformance with the constitution and laws of the State of New Jersey.

C. The parties agree that the Chief of Police and other officers shall exercise their supervisory duties faithfully, irrespective of the fact that they have or may have maintained affiliation in the "PBA".

ARTICLE VII - NO STRIKE PLEDGE

The association covenants and agrees that during the term of this Agreement neither the Association nor any person acting in its behalf will cause, authorizes, or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty, or willful absence of any Employee from his position, or stoppage of work or abstinance in whole or in part, from the full, faithful and proper performance of the Employee's duties of employment) work stoppage, slowdown or walkout.

ARTICLE VIII - POLICE OFFICERS' RIGHTS

A. The elected representatives of the PBA shall be permitted time off from their regularly scheduled work hours to attend mutually scheduled negotiations sessions, grievance sessions, as well as regular meetings of the PBA Management Committee, provided that the orderly operation of the Police Department is not impaired thereby, in the sole and exclusive discretion of the Chief of Police.

B. Employees shall have the right to switch tours of duty and hours of duty with other members of equal rank provided that the Shift Commander of each shift is notified at least forty-eight (48) hours in advance and that said mutual switch of tours is approved by each Commander.

C. Employees shall be made aware of any reports or charges concerning them and shall receive a copy of said report or charges within ten (10) working days of the filing of such. Employees shall not be compelled to make any verbal or written statement until he has consulted an attorney or the PBA with respect to such charge.

D. Employees shall not be suspended or suffer any loss in benefits until after the employee has had a Council Committee Hearing and has been found guilty, except in cases of a severe nature when the superior officer in charge deems the suspension of the member an immediate necessity for the safety of the public, or the welfare of the department. The superior shall then immediately submit a written report explaining such action to the Chief of Police, City Council and a copy of this report will be made available to the PBA on request. The Employee suspended shall be given a hearing and if found guilty, shall have such rights of appeal as are set forth in law.

E. Employees will be permitted to see their personnel file upon written request to the Chief of Police. This file will be reviewed in the presence of the Chief of Police or his representative. Employees may attach a rebuttal to any report or material found in their file which has been placed therein since their last review.

F. During the term of this Agreement the following equipment will be properly maintained by the City:

(1) Police vehicles required to be used on duty will be in good (safe) working condition. Any vehicle not considered to be in safe working order by the Shift Commander will not be used for duty until the condition is corrected.

(2) Protective screens will be installed in all regular, marked patrol vehicles.

(3) Shotguns will be maintained in locked mounts in each regular patrol vehicle.

(4) All police vehicles will have air-conditioning units.

(5) All police vehicles will have A.M. radio in same.

G. Employees will be permitted a thirty (30) minute dinner break during each eight (8) hour tour of duty. It is further agreed that Employees may take at least one ten (10) minute break during each four (4) hours of duty. During the course of such breaks as provided by this section, the Employee shall notify headquarters through the police communications system of his or her whereabouts and shall remain available for emergency response at the request of headquarters.

H. All Employees shall be permitted to request attendance at training schools. Permission for attendance at such schools shall be based

upon seniority and the need of the Police Department as determined at the sole discretion of the Chief of Police.

I. Employees working a rotating shift on a regular basis (six (6) work days per calendar week) will be allowed one compensatory day off each month. This will be done on a seniority basis on each shift. The compensatory day may be taken during any regular working day, after notifying the appropriate Shift Commander forty-eight (48) hours in advance, in writing. It must be taken in the month earned with approval. If the day is unable to be taken, it may be carried over to the next month for the proper operation of the Police Department with approval of the Chief. However, only one (1) day may be carried over and that day must then be taken within the month to which it was carried, or the day will be lost.

J. It is agreed that the senior ranking officer on each shift while on duty will have access to emergency equipment such as shotguns, ammunition, bullet proof vests, riot helmets and the like, so that the public welfare and the safety of the Employees can be maintained in emergencies.

K. The City agrees to provide every police officer while on duty with a portable police radio in good working condition.

L. The City shall provide, at its expense, an attorney from the approved list of attorneys to be used. Said list shall be approved by the governing body of the City and maintained by the Chief of Police and the Mayor. The attorney chosen shall be used for any criminal action brought against any employee in the performance of his duties. In the event an attorney whose name does not appear on the approved list is requested by an

employee, it shall be the final determination of the City Council to approve or disapprove said attorney, at its discretion.

M. No charges for disciplinary action for any violation of the police rules and regulations, or standing general orders, may be filed against any Employee after forty-five (45) calendar days following the Chief's knowledge of said offense, unless the matter has been the subject of an ongoing investigation.

## ARTICLE IX - HOLIDAYS

Employees covered by this Agreement will earn thirteen (13) compensatory days as holidays, as well as any other day or half day provided by the Mayor and Council to other City employees other than those employees subject to a collective bargaining agreement, and so long as the total number of holidays granted to such other City employees shall have reached, in the aggregate, the same number (13) as the holidays granted to those Employees covered by this Agreement.

A. The specific holiday schedule is as follows:

New Years' Day	Labor Day
Martin Luther King Day	Columbus Day
Lincoln's Birthday	General Election Day
Washington's Birthday	Veterans' Day
Good Friday	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	

It is agreed that any other day officially designated or ordered by the Governor of New Jersey, or the President of the United States, to be a Holiday ("Special Holiday"), will become a holiday for Employees if such special Holiday is treated by the City as a paid holiday for all other non-union City employees and only if the aggregate number of holidays for such non-union City employees shall have reached the same aggregate number (13) as the holidays granted to the Employees covered by this Agreement.

B. In the event a Special Holiday is officially designated or ordered as provided in the preceding paragraph, and occurs while an Employee is on sick leave, or on his vacation, he shall not have such holiday counted as a day against his sick leave or vacation leave.

C. Employees shall receive two (2) personal paid days off from work for the purpose of attending to personal business.

D. Any combination of holidays and personal days shall not exceed more than two (2) days per month per Employee, unless administrative scheduling requires additional days to be taken at the direction of the Chief of Police or unless additional days are authorized to be taken with the approval of the Chief of Police, which shall be granted in his discretion. The taking of any holiday or personal day shall be subject to the requirements of Subparagraph E.

E. Holidays and personal days will be granted upon approval of the Employee's Shift Commander, and Scheduling Officer. Holidays and accumulated days must be earned before they can be taken off. However, at the discretion of the Chief of Police, in order to accommodate scheduling requirements the Chief of Police may permit an Employee to take off a holiday in anticipation of earning that holiday. Any such holiday taken in advance will be offset against and deducted from the Employee's wages in the event of termination or separation prior to earning such holiday. With the exception of holidays or accumulated days which the Employee shall be specifically requested to carry by the Chief of Police in order to accommodate scheduling needs, all other holidays or accumulated not taken off during the year will be forfeited.

F. All Employees covered under this Agreement during the effective term hereof shall, in addition to a compensatory day off, shall be paid at the rate of time and one-half of their base hourly rate when such Employees are required to work on Christmas Day, New Year's Day and/or Thanksgiving Day. For purposes of this calculation, each of the three (3) specified holidays shall commence at 12:01 A.M. on the calendar day of the holiday and shall terminate at 12:00 midnight on the calendar day of the holiday.

**Employees must work the specified holiday in order to be entitled to the overtime payment.**

ARTICLE I - VACATIONS

A. An employee during his first year of employment shall be entitled to earn one (1) work day of vacation for each month of service up to and including the twelfth consecutive month of his initial year. Thereafter, he shall be entitled to a paid vacation according to the following schedule:

Starting at two and thru the fifth year of service . . . . 12 working days

Starting at the sixth and through the tenth year of service . . . . . 15 working days

Starting at the eleventh and through the fifteenth year of service . . . . . 18 working days

Starting at the sixteenth and through the nineteenth year of service . . . . . 21 working days

Starting at the twentieth year of service, and each year of service thereafter . . . 24 working days

B. It is the intent of this Article to assure Employees covered by this Agreement that they shall receive the maximum amount of actual vacation days to which they are entitled. Days on which they are normally scheduled off that fall during the vacation period shall not be computed as part of the vacation. Employees will not be recalled to duty while on vacation, except in extreme emergencies when declared by the Chief of Police.

C. Compensation for accrued vacation leave shall be paid when the Employee becomes separated in good standing, and voluntarily from service with the City. Any Employee who terminates service without giving two weeks notice in writing to the Chief of Police shall be considered to be not in good standing.

D. Vacation days may be accumulated from one year to the next up to an aggregate total of twenty-five (25) accumulated vacation days. If the accumulation is due to an inability on the part of the City to allow the employee to take his vacation time, the City shall have the option to pay the employee at the straight time rate for such unused vacation time, or may permit the Employee to continue to carry such of the unused vacation days as that Employee had been directed to work by the Chief of Police in order to accommodate scheduling needs, even though this may result in an accumulation of vacation days in excess of twenty-five (25).

E. In the month of January, it will be the responsibility of the Chief of Police to issue a statement to each Employee listing the unused vacations accumulated from previous years, along with the vacation days due for the current year.

F. Employees may apply to the City Treasurer to receive a special advance pay when going on vacation of ten (10) days or more. However, the Employee must first obtain written permission from the Mayor and the Chief of Police which must be requested in writing not less than thirty (30) days prior to commencement of the intended vacation.

G. Subject to the requirements of Paragraph H, Employees may be permitted to take their regular (i.e. not accrued) vacation days at any time during the calendar year. Vacation days shall be selected on a seniority basis according to each shift or division. Each Employee agrees to provide the Chief of Police with a proposed schedule of vacation days by March 1st. Said schedule may be altered by the Employee, but in no event may an Employee schedule a vacation without providing at least ten (10)

days notice to the Shift Commander. The request shall then be subject to final approval by the Chief of Police.

H. No Employee shall be permitted to schedule or take any accrued vacation days in excess of ten (10) days during any calendar year without the express written consent of the Chief of Police, which consent must be requested from the Chief of Police, in writing, not less than thirty (30) calendar days prior to the first day requested to be used as a vacation day. The Chief may grant such requests at his discretion depending upon the work load and scheduling needs of the Department.

An Employee may schedule and take, in the aggregate, less than ten (10) accumulated vacation days upon prior notice as required by the Policies and Procedures Manual and Department practices.

## ARTICLE XI - LEAVES

### A. Sick Leave

#### 1. Service Credit for Sick Leave

(a) All permanent Employees or full time provisional Employees shall be entitled to sick leave with pay based upon their aggregate years of service at straight time base salary.

(b) Sick leave may be utilized by Employees when they are unable to perform their work by reason of personal illness, accident, exposure to contagious disease, or attendance upon a member of the Employee's family residing in the same household who is seriously ill and requires the care and attendance of such Employee.

#### 2. Amount of Sick Leave

(a) Paid sick leave shall accrue for all full-time Employees on the basis of one (1) working day per month during the remainder of the first calendar year of employment after initial appointment and fifteen (15) working days in each calendar year thereafter.

(b) Any amount of sick leave allowance not used in any calendar year shall accumulate to the Employee's credit from year to year to be used if and when needed for such purpose.

#### 3. Reporting of Absence on Sick Leave

(a) If an Employee is absent for reasons that entitle him to sick leave, the Dispatcher shall be notified two (2) hours prior to the Employee's starting time.

(i) Failure to so notify the Dispatcher shall be cause for denial of the use of sick leave for that absence; shall be deemed

to be an unexcused absence; and shall constitute cause for disciplinary action.

(ii) Absence without notice for five (5) consecutive days shall constitute a resignation.

(b) When an Employee is returning from sick leave, said Employee shall, unless prevented from doing so as a result of circumstances beyond the Employee's control, call to inform the Dispatcher of his intended return at least four (4) hours in advance of the scheduled start of his shift.

#### 4. Verification of Sick Leave

(a) Sick leave is a benefit, and not a right. It is intended to be used for Employee illness, and not for vacation or for personal business. Any Employee who shall be absent on sick leave in excess of five (5) or more consecutive work days in any calendar year shall be required to submit acceptable medical evidence substantiating his illness after the fifth such consecutive lost work day in such calendar year. The City may require proof of illness of an Employee on sick leave, notwithstanding the limitation in the preceding sentence, whenever the Chief of Police suspects that the Employee is abusing sick leave benefits. Abuse of sick leave shall be cause for disciplinary action. The medical evidence shall indicate the nature of the illness, the extent to which it incapacitated the employee, or the member of his family, the diagnosis and prognosis for recovery, all in the form of a physician's certification. In the event of any question concerning the above entitlement, the City may require the Employee to be examined by the City's physician.

(b) In case of sick leave due to exposure to a contagious disease, a certificate from the Department of Health shall be required to be submitted to the City by the Employee. Likewise, in order to return to work following exposure to a contagious disease, a certificate from the Department of Health indicating that the Employee is free from any contamination may be required by the City.

(c) The City may require an Employee who has been out because of personal illness as a condition of his return to duty, to be examined at the expense of the City by a physician designated by the City. Such examination shall establish whether the Employee is capable of performing his normal duties and that his return will not jeopardize the health of the other Employees or any other City employee.

#### 5. Work Incurred Injury

(a) Where an Employee covered under this Agreement suffers a work connected injury or disability, the City shall continue such Employee at full pay during the continuance of such Employee's inability to work subject to the requirements of the Worker's Compensation Act of the State of New Jersey. In accordance with the Worker's Compensation Act of the State of New Jersey an Employee may be entitled to full pay for a period of up to one (1) year. In such event, the sole obligation of the City shall be to pay the employee the difference between his regular pay and any compensation, disability, or other payments received from all other sources other than proceeds from private disability policies of insurance maintained by Employee. At the City's option, the Employee shall either surrender and deliver any compensation, disability or other such payments

to the City and receive his entire salary payment, or the City shall only pay the difference during the period such injury leave shall be granted.

(b) The Employee shall be required to present evidence of a certificate from a responsible physician that he is unable to work. The City may require the said Employee to present an additional certificate from the designated City doctor.

(c) In the event the Employee contends that he is entitled to a period of disability pay beyond the period established by the treating physician, or a physician employed by the City or by the City's insurance provider, then, and in that event, the burden shall be upon the Employee to establish entitlement to additional disability payments by obtaining a judgment and Order through the Worker's Compensation Court of the State of New Jersey, which shall include a final Order from the Court of ultimate review, which decision shall then be binding upon the parties. A refusal to return to work pending such final determination shall not constitute cause for disciplinary action.

(d) For the purpose of this Article, any injury or illness incurred while the Employee is acting in any departmental activity at the direction of the City, shall be considered to be within the line of duty.

(e) In the event a dispute arises as to whether an absence shall be computed or designated as sick leave or as an injury on duty, the parties agree to be bound by the decision of an appropriate Worker's Compensation Judgment, or, if there is an appeal therefrom, the final decision of the last reviewing court.

(f) An injury on duty requiring time off for treatment, recuperation or rehabilitation shall not be construed as sick leave under the terms of the sick leave policy as herein described.

(g) If the Employee's injury is due to willful or wanton misconduct or a wanton disregard for the personal safety of the Employee or others, the City may refuse to pay the difference between the Employee's salary and any amount paid through Workmen's Compensation.

#### 6. Pay Upon Termination

(a) Upon retirement after twenty-five (25) full years or more of service, or upon retirement based upon permanent disability from the Department, up to seventy-five (75) earned days of accumulated sick leave will be granted as Term Leave to the retiring officer, at the then current rate of pay. In case of death, in the line of duty, the City will pay one hundred per cent of the Employee's accumulated sick leave to the Employee's beneficiaries. These monies are to be paid within sixty (60) days of the issuance of the Death Certificate of such Employee.

(b) For purposes of this Article IX.A.6.(a) only, all Employees hired on or after the Effective Date of this Agreement shall receive a credit for each full year of service performed by such Employee as a full time Police Officer in the employ of any other municipality within the State of New Jersey or as a full time Police Officer or Trouper within the employ of the State of New Jersey. This credit shall be calculated on the basis of one (1) year for every two (2) full years of such full time service (the "Prior Service"). This Prior Service credit will be utilized in calculating the twenty-five (25) years of service requirement in order to achieve the Term Leave. However, it is not the

intent of this section to grant to such Employee any actual days of sick leave attributable to such Prior Service. Additionally, to partial credits shall be given.

For example, for purposes of this section only, if on January 1, 1989 an Employee shall be hired by the City after having served fifteen (15) years as either a full time member of the New Jersey State Police or a full time Police Officer of a municipality within the State of New Jersey, upon employment with the City the Employee shall be given a credit for seven and one-half (7 1/2) years of service. Therefore, in order to be eligible for the Term Leave the Employee need only serve eighteen (18) years as an Employee of the City. However, for purposes of earning up to the seventy-five (75) days of accumulated sick leave, on January 1, 1989 the Employee starts with zero (0) accumulated sick leave days and begins to earn sick leave as provided in Article IX.A.2.(a).

(c) No compensation for accumulated but unused sick leave will be paid to any Employee upon termination, withdraw or separation except as provided within this paragraph 6.

7. Accountability

(a) In the month of January, it will be the responsibility of the Chief of Police to issue a statement to each Employee listing the amount of sick days unused during the year, and the total accumulated days unused during the Employee's employment.

8. Partial Leave From Duty

It is agreed that when an Employee reports for work, and is forced because of illness to leave work after working at least two (2) hours, the maximum deduction from the Employee's sick leave will be

one-half (1/2) day. Employee that leave work after working a minimum of four (4) hours will not be charged with a day of sick leave.

9. Advanced Sick Leave, Holidays or Accumulated Days

No advance sick leave, or accumulated days will be granted except for advance holidays which may be permitted at the discretion of the Chief of Police as set forth in Article IX in order to accommodate scheduling needs of the Department.

B. Funeral Leave

1. Special leaves of absence with pay of three (3) working days shall be granted to any Employee in case of death within the Employee's immediate family, with up to two (2) additional days which may be granted by the Chief of Police, only in extenuating circumstances.

2. The term "immediate family" shall include only father, mother, stepfather, stepmother, father-in-law, mother-in-law, grandparents, sister, brother, spouse, child, and foster child of any Employee, and shall also include the Employee's relatives residing in his household.

3. The Funeral Leave shall commence immediately following the death of such immediate family member, and shall be for the sole purpose of arranging for and attending funeral services. Funeral Leave may be extended, without pay, at the discretion of the Chief of Police. Funeral Leave shall not constitute sick leave and shall not be deducted from the Employee's annual sick leave or vacation leave.

C. Leave For PBA Meeting

When it is necessary, the executive delegate and President (or appointed alternate) of PBA #77 shall be granted leave from duty with full pay for all state meetings of the PBA when such meetings take place at the

time when such officers are scheduled to be on duty, providing the affected officer give seventy-two (72) hours notice to the Chief of Police to secure another officer to work in his place and such replacement officer is available to do so.

D. Limitations on Leaves

No leave of absence or combination of leaves of absence for any cause whatsoever shall exceed one (1) year. Any Employee absent in excess of that time shall be automatically separated from the department on the first anniversary date from the date such absence began. Such Employee shall be notified by certified mail at least fourteen (14) days prior to such termination, and shall be entitled to all separation compensation lawfully due to him. All leaves must be approved by the Chief of Police and, except for sick leave and funeral leave, must also be approved by the Mayor and an affirmative majority vote of the City Council.

ARTICLE XIII - SALARY, LONGEVITY AND OVERTIME

**A. Base Salary**

1. The annual base salary to be paid to the following Employees of the City shall be as follows, and shall be paid every other Friday:

<u>RANK</u>	<u>EFFECTIVE</u> 1/1/92	<u>EFFECTIVE</u> 1/1/93	<u>EFFECTIVE</u> 1/1/94
<u>Captain</u>	<u>\$40,755.00</u>	<u>\$43,000.00</u>	<u>45,975.00</u>
Lieutenant	\$38,820.00	\$40,955.00	\$43,617.00
Sergeant	\$38,271.00	\$40,276.00	\$43,000.00
Patrolman (After Fourth Year)	\$35,402.00	\$38,349.00	\$39,777.00
Patrolman (After Third Year)	\$30,844.00	\$32,540.00	\$34,655.00
Patrolman (After Second Year)	\$28,390.00	\$29,950.00	\$31,900.00
Patrolman (After First Year)	\$24,920.00	\$26,290.00	\$28,000.00
Patrolman (Start)	\$21,875.00	\$23,080.00	\$24,580.00

The effective dates set forth above shall not modify the requirement that Employees change steps upon their anniversary dates.

**B. Overtime**

1. Overtime shall consist of all hours worked in excess of the normal eight (8) hour tours of duty per day, or forty (40) hours per week average.

2. Overtime as defined shall include all such hours authorized to be spent on emergencies, training sessions, all court appearances connected with and arising from their respective employment, and in any other extra duty activities which require the Employee's attendance.

3. If an Employee is recalled to duty, he shall receive a minimum of two (2) hours overtime pay, and may be required to work such a minimum.

4. If an Employee is called to duty on his day off, he shall be paid for all hours worked and shall be guaranteed a minimum of four (4) hours pay, but shall not be required to remain on duty merely to fulfill the minimum hours set forth herein, but may be required to remain on duty if, in the discretion of the Chief of Police or the Shift Commander, the Employee's attendance is required. Overtime shall be paid in the pay period following the overtime worked, or as agreed to by the City Treasurer and the PBA Steward acting on behalf of the Employee.

5. For periods of Stand-By, officers will receive two (2) hours of straight time for every eight (8) hours on Stand-By, with an eight (8) hour Stand-By minimum. Employee who shall be required to be in contact by Beeper and Employees while on break pursuant to Article VIII.G shall not be deemed to be on Stand-By, unless so designated by the Chief of Police.

6. All Employees covered by this Agreement in addition to their base salaries shall be paid one and one-half (1 1/2) times their straight time hourly rate of pay (based on a forty (40) hour week) for all overtime authorized to be worked. Or, any and all hours worked over eight

(8) per day or forty (40) per week may be taken as Compensatory Time at the discretion of the Employee or at the discretion of the Chief of Police. Compensatory Time, when taken as a credit against overtime hours, shall be calculated based upon one and one-half (1 1/2) times the Employee's straight time hourly rate.

C. Longevity

1. Each Employee listed in Article XIII, Section A shall, in addition to and together with his annual base salary, be paid additional compensation based upon the length of his service as determined according to the following schedule:

<u>YEARS OF SERVICE</u>	<u>AMOUNT</u>
Start of Fifth (5th) Year . . . . .	3% of Base Salary
Start of Tenth (10th) Year. . . . .	4% of Base Salary
Start of Fifteenth (15th) Year. . . . .	5% of Base Salary
Start of Eighteenth (18th) Year . . . . .	6% of Base Salary

Longevity pay shall be applied on the basis of the Employee's anniversary date of employment, and shall commence at the adjusted rate, and be paid the first pay day in November pro-rated.

2. Employees covered under the terms of this Agreement who shall have completed twenty-four (24) continuous years of credited service into the pension system based upon twenty-four (24) complete and continuous years of service to the City of Northfield shall be granted the following option upon completion of the twenty-fourth continuous year:

(a) Commencing with the twenty-fifth (25th) year of service, Employees covered by this Agreement shall have the option to include as part of the base annual salary the amount of the longevity pay,

which shall then be paid to the Employee in equal installments on the regular payroll payment dates rather than as a lump sum payment to be paid on the first pay date in November.

(b) Employees covered under this Agreement, and during the term hereof, after completing both twenty-four (24) continuous years of employment with the City of Northfield and twenty-four (24) years of credit service under the pension system, shall be entitled to the payment of longevity pay in the amount of eight percent (8%), which shall not be in addition to the percentage of base salary specified in Paragraph C.1. of this Agreement. Said Employee shall be entitled to receive this additional longevity pay from and after the date of filing with the Chief of Police and the Mayor and the City Treasurer a notice of intent to retire which shall be effective not later than one (1) year following the date of submittal of such letter. Upon the filing of such letter as herein provided, the Employee shall be entitled to include this longevity as part of the Employee's base annual salary in the same manner as provided in subparagraph (a) of this Article 2, to be paid on a prorated basis at the regularly scheduled payroll periods of the City, rather than on the first pay date in November. Payment to an Employee upon exercise of this option (b) shall be in lieu of payments under option (a).

In the event any Employee who shall have exercised option (b) shall thereafter retract, in writing, the letter of intent or shall fail to retire on the date specified therein, said Employee shall be responsible to repay to the City, in one lump sum by a deduction from said Employee's payroll check, the difference in longevity pay between the amount to which the Employee would have been entitled under Article C.1.

(e.g. 6% of base salary) and the 8% paid to the Employee as a result of the Employee's exercise of option (b). By acceptance of this contract each covered Employee agrees to be bound by the terms of this obligation, and by acceptance hereof authorizes the City to make such deduction, without further acknowledgment, consent or notice.

In such event, an Employee shall no longer have the right to exercise option (b). However, said Employee shall continue to have the right to exercise option (a). Option (b) may be exercised only once by any eligible covered Employee.

D. On Call Pay.

During the term of this Agreement it is understood and agreed that in the nature of Police work, certain Employees covered under this contract may be required, from time to time, to be "on call" as part of their police duty. However, it is further recognized by each of the Employees covered by this Agreement and by their Association that certain covered Employees of the rank of Patrolman, Sergeant or Lieutenant who shall be assigned to the Detective Bureau on a full-time basis only, may be required to be on call on a continuous basis. In recognition of the fact that those covered Employees of the rank of Patrolman, Sergeant or Lieutenant who are designated to be on call on a continuous basis and are assigned full time to the Detective Bureau, will make themselves available at the direction of the Chief of Police, or the Lieutenant and Captain directed to oversee the work and operations of the Detective Bureau (who shall not be deemed to be assigned full time to the Detective Bureau), each covered Employee of the rank of Patrolman or Sergeant assigned to the Detective Bureau on a full-time basis shall receive a stipend in the amount

of one and one-half percent of the covered Employees base salary (exclusive of overtime and other adjustments) for the calendar year in question, prorated based upon the percentage of the year said covered Employee spent as a member of the Detective Bureau on a full-time basis.

It is further agreed that this on call pay stipend shall be payable in one lump sum to the Employee, to be paid on the last pay date in November. It is further understood and agreed that this "on call stipend" shall be in lieu of any other payment or compensation to the covered Employees for making themselves available and on call to the Detective Bureau on a continuous basis.

It is further understood and agreed that no "on call pay or on call stipend" or any other on call compensation shall be payable to any other Employee covered by this Agreement.

ARTICLE XIII

COLLEGE INCENTIVE PROGRAM

As hereinafter set forth, the City agrees to compensate Employees who undertake higher education in the area of employment.

A. Eligibility

Courses must be taken in the area of Police Science or as part of a Degree Program in Police Science, must receive the approval in advance of the Police Committee Chairman, and must be taken at an accredited two or four year college, and a passing grade must be achieved and certified by a transcript of credits earned at the end of each semester.

B. Compensation

Employees who are members of the Police Department as of the commencement date of this Contract and who, as of that date have been receiving Education Compensation Benefits pursuant to the terms of a prior Contract will continue to be compensated by the following stipends:

From 1 to and including 15 credits . . . . .	\$5 per credit
For 30 credits and over to 64 credits. . . . .	\$150
For the Associate of Science Degree . . . . .	\$640
For the Bachelor of Science Degree . . . . .	\$1,000

Each stipend will be regarded as an annual stipend unless an Employee without a degree does not earn credits for any two year period in which event the stipend will cease.

Employees who as of the commencement date of this Contract were not receiving Education Compensation Benefits pursuant to the terms of a prior Contract and Employees who joined the Police Department after the

commencement date of this Contract will not be entitled to any Education Compensation Benefits.

The City will not offer any monetary assistance to Employees while earning their degree.

C. Payment

Payment to those Employees who are entitled to Education Compensation Benefits shall be made annually at the last pay date in November for all credits earned through the previous September 1st.

## ARTICLE XIV

### ACTING OFFICER, SENIORITY AND PROMOTIONS

#### A. Acting Officer

Any Employee who shall act for a senior officer in the absence of such senior officer whether formally appointed or not, and who shall have performed the duties thereof, for a period of thirty (30) continuous working days during the year, shall, thereafter, be entitled to compensation appropriate to such office for the time so held, except when acting to fill vacation openings.

#### B. Seniority

It is the purpose of this section to properly establish the chain of authority and responsibility throughout the Police Department concerning Employees of equal rank.

1. If appointed on the same date their respective past seniority will determine their ranking. If their previous seniority is equal, seniority will be determined by their official standing in the overall ranking.

2. All Employees below the rank of Sergeant will hold seniority and authority according to their badge number. Officers with the lowest badge number will have the responsibility for making necessary decisions whenever a ranking officer is not present, or is unavailable to make such decisions.

#### C. Promotions

1. Promotions to any higher rank in the Police Department shall be made pursuant to N.J.S.A. 40A:14-129 and in accordance with the policy of the City of Northfield pertaining to promotions within the Police

Department. Promotional tests will be conducted on week days only between the hours of 8 A.M. and 3 P.M. at the Municipal Building, or such other location as may be designated by the City.

2. A notice of the test must be posted on the Police Department bulletin board at least thirty (30) days prior to the date of the test.

3. Any Employee who is eligible and wants to take the examination must give written notice to the Chief of Police not less than seven (7) days prior to the date of the examination. A copy of the list of all Employees desiring to take the test must be given to the PBA Steward two (2) days prior to the test.

ARTICLE XV - HOSPITALIZATION INSURANCE

1. (a) Subject to the provisions of this Paragraph, the City agrees to provide Blue Cross/Blue Shield Medical Insurance as well as Major Medical Insurance for all Employees covered by this Agreement, at the City's expense.

(b) Should any employee covered under this Agreement choose to be covered by a Health Maintenance Organization (herein referred to as "HMO"), the City agrees to pay the Blue Cross/Blue Shield rate plus Twenty-nine Dollars (\$29.00) during the course of the calendar year. Any additional cost will be paid by the employee through either a payroll deduction or a direct payment to the Treasurer.

(c) The additional cost for HMO coverage to the employees covered under this Agreement has been certified for the calendar year 1989. These costs are:

Single person coverage:	None
Husband/Wife coverage:	None
Family coverage:	\$ 6.64 for the year
Parent/Child coverage:	\$49.00 for the year

INFORMATION TO BE CERTIFIED BY THE CITY TREASURER

(d) The additional costs during the term of this Contract may be changed contingent upon the Blue Cross/Blue Shield and HMO costs for the two (2) respective years. The costs for these years will be certified by the Treasurer.

(e) No Employee shall be entitled to a carry-over credit in the event the maximum obligation for payment by the City shall not be reached within any Calendar Year.

2. (a) Subject to the provisions of Subparagraph (b) Employees shall continue to be provided with prescription, eye and dental programs which shall be either the Atlantic County Plan, or comparable.

(b) Notwithstanding anything to the contrary contained within this Agreement, upon the Effective Date of this Agreement, and thereafter, the prescription, eye and dental program provided for the Employees by the City shall be subject to a maximum aggregate payment by the City of \$1,000.00 per person for all such coverages and \$2,000.00 per family for all such coverages for each calendar year. For any expenditure in excess of those dollar amount limitations, the responsibility of the City shall be limited to a 50% co-payment. The first 50% of each dollar in excess of the aggregate limits shall become the responsibility of the Employee.

(c) In addition to the limitation set forth in Subparagraph (b), upon the Effective Date of this Agreement the co-payment obligation of the Employee for all prescription drugs shall be as follows:

(i) Employee shall be responsible to pay the first Five Dollars (\$5.00) for each non-generic drug prescription (except in those limited circumstances where the Employee can supply a certification from the Employee's physician that no generic alternative is available, in which event the "generic" co-payment provision shall apply); or

(ii) Employee shall be required to pay the first Three Dollars (\$3.00) for each generic preacription; and

(iii) The obligation of the City shall be to pay the remainder of such prescription up to the maximum payment set forth within Subparagraph (b).

NOTE: WHAT IS THE CURRENT CO-PAYMENT PROVISION? (TO BE SUPPLIED BY THE  
MAYOR AND CITY TREASURER

3. Disability Insurance

At the request of the Employees covered by this Agreement, the City agrees to recognize one (1) Disability Insurance Provider or one (1) Agent to represent those employees who obtain Disability Insurance at their own expense. All costs of insurance shall be born by the Employee electing to participate in same. The City will not become a sponsor, a bargaining agent or a designated participant in any such Group Disability Insurance Program. The selection of the single program and participation thereof shall be solely at the election of the covered Employees.

However, the City does agree to permit each covered Employee to request a payroll deduction for the payment of such insurance so long as payment shall be made not less frequently than monthly, and so long as the City accepts no liability or responsibility to the Employee or to the insurance provider other than to deduct the payments and to submit a check to the provider on behalf of the covered Employees.

It is understood and agreed that the City shall undertake this program for only one (1) Disability carrier, which carrier shall be selected by the majority of those covered Employees electing to participate therein.

It is further agreed that Disability Insurance as described in this Section is intended to refer to private disability coverage offered by individual carriers and does not pertain to any program of State Disability Insurance which is currently in effect.

ARTICLE XVI - CLOTHING ALLOWANCE

A. Every Employee, both uniformed and non-uniformed shall be entitled to an allowance for cleaning and maintenance of his/her clothing and uniforms in the sum hereinafter set forth for each of the calendar years which are the subject of this Agreement:

<u>Personnel</u>	<u>1992</u>	<u>1993</u>	<u>1994</u>
Uniformed Personnel	\$350.00	\$400.00	\$450.00
Non-Uniformed Personnel	\$600.00	\$650.00	\$700.00

The Stipend for Non-uniformed Personnel reflects the cleaning and the purchase of replacement clothing and related equipment for work purposes.

This clothing allowance shall be paid to the eligible covered Employees on the last pay in November of each year of the Contract.

B. It is further agreed that Uniformed Personnel shall be entitled to replace uniforms, where required and approved by the Chief of Police, or his designee, in an amount not in excess of \$300.00 per year, for each of the years covered by this Contract. Each year of the Contract shall be subject to the \$300.00 limitation, and shall not be cumulative or carried over.

It is further agreed that the City shall have the discretion concerning the purchase of the uniforms and the supplier thereof. All purchases shall be made by the individual officers using a voucher which shall be issued by the Chief of Police and the Chief Financial Officer of the City, which voucher shall designate the item approved for purchase and shall contain the signed authorization of the Chief of Police, or his

designee. For purposes of this section of the Contract, replacement uniforms shall include boots, batteries, flashlight, equipment deemed necessary for Uniformed Personnel to perform duty, and such other items as may be approved by the Chief of Police in writing. It is further understood and agreed, however, that uniform replacement shall be the priority and that under no circumstance shall any item of uniform or equipment be approved except after inspection by the Chief of Police, or his designee.

All purchases of uniforms and equipment which has hereinabove designated a part hereof, must be made prior to October 15 of each calendar year of this Agreement, in order to be eligible under this Section of the Contract.

B. All uniforms, watches or eyeglasses damaged in the line of duty shall be replaced by the City only after inspection and certification by the Chief of Police, or his designee.

ARTICLE XVII

CONTINUATION OF BENEFITS NOT COVERED BY THIS AGREEMENT

All conditions not covered by this Agreement shall continue to be governed, controlled, and interpreted by reference to the City Charter, ordinances, Rules and Regulation of the Police Department of the City and any present or past benefits which are enjoyed by the Employee covered by this Agreement, that have not been addressed in this Agreement, shall be continued.

## ARTICLE XVIII

### NEGOTIATION OF SUCCESSOR AGREEMENT

A. The City and the Association agrees to enter into negotiations over a successor agreement in accordance with the rules and regulations of the Public Employment Relations Commission. At that time, the Association agrees to present to the City its proposals for modifications to be included in the successor agreement. Each party shall be free to propose and negotiate with regard to all appropriate subjects which it desires to place before the other for consideration. Any agreement so negotiated shall incorporate all rights and obligations assumed by each party and reflect the complete and final understanding on all bargainable issues which were, or could have been, brought to the bargaining table. Such agreement shall apply to all members of the negotiating unit, shall be reduced to writing, and after ratification by the City, signed by all parties.

B. Neither party in any negotiations shall have control over the selection of the negotiation representative of the other. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals and make counter-proposals in the course of negotiations, consistent with their status as representatives of their principals.

C. During its term, this Agreement shall not be modified in whole or in part by the parties, except by mutual agreement to reopen for negotiations, and by a written amendment duly executed by both parties.

D. This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of

negotiation. During the term of this Agreement, neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge of contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

ARTICLE XIX - SEPARABILITY AND SAVINGS

A. In the event that any provision of this Agreement shall be finally determined to be in violation of any applicable State or Civil Service (where applicable) law or regulation, such determination shall not impair the validity and enforceability of the remaining other provisions of this Agreement. In the event that a clause is declared to be illegal, invalid or null and void, then the parties shall meet immediately to attempt to negotiate a provision in its place. This re-opener shall not be subject to the interest arbitration law.

ARTICLE XX - PROBATIONARY EMPLOYEES AND ENLISTMENT AGREEMENT

A. An Employee will be considered probationary until he has completed six (6) months of service following his completion of police training. During such period the Employee may be terminated at the discretion of the City.

B. The City will make every effort to place new appointees into Police Academy as soon as possible after their appointment.

C. All Employees hired on or after January 1, 1989 who shall receive basic Police training at City expense shall reimburse the City for the cost of such basic training and for such additional expenses incurred by the City in connection with said employment and training, provided such Employee terminates his employment (whether voluntarily or involuntarily) with the City within three (3) years from the date of entry into the Police Academy and becomes employed elsewhere in Police or security related work within two (2) years after termination of employment with the City.

Reference herein to "Police or Security related work" is intended to be broadly construed in favor of the City.

The City and the Union agree that in lieu of itemizing expenses, for the term of this Agreement, the reimbursement required of any terminating Employee shall be Seven Thousand Dollars (\$7,000.00). This reimbursement shall be pro-rated if the Employee terminates prior to payment by the City of the cost of basic training. Thereafter, there shall be no abatement or proration.

It is further understood and agreed that reimbursement shall not be required of any Employee who terminates as a result of hindering

orders to report for active military service. NOTE: IS THE \$7,000.00 STILL VALID OR IS THE AMOUNT TO BE INCREASED? MAYOR-CHIEF?

ARTICLE XXI - MISCELLANEOUS

A. This Agreement shall be governed and construed by the laws of the State of New Jersey.

B. When used herein the singular shall be deemed to include the plural where interpretation warrants, and the masculine gender shall be deemed to include the feminine gender, and vice-versa.

C. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original.

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ARTICLE XXII - COMMENCEMENT DATE AND DURATION OF AGREEMENT

This Agreement, sometimes herein referred to as Contract, shall be in full force and effect as of January 1, 1992 (the "Commencement Date") and shall remain in effect to and including December 31, 1994, without any reopening date.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Officers, effective the date and year first above written.

CITY OF NORTHFIELD

BY: Philip J. Munafo

Philip Munafo, Mayor

ATTEST:

Carol A. Raph  
Carol A. Raph, City Clerk

NEW JERSEY STATE POLICEMEN'S  
BENEVOLENT ASSOCIATION, INC.  
MAINLAND LOCAL NO. 77

BY: Paul W. Hudson

President

ATTEST:

Clark J. East  
Shop Steward